

GENERAL TERMS AND CONDITIONS FOR STORAGE AGREEMENT

PRESENT DATE: …………………………………………….…………

SITE LOCATION

Storage 123, Birkhill Storage & Distribution Centre, Fowlershill, Dyce, Aberdeen, AB21 7AQ

Unit sequence Number………………………………………

SITE ACCESS HOURS

Site is open for customer access 7 days a week, from 6am to 8pm. Out of usual opening times only Emergency access is permitted with a request sent to +44 7423 381444 as to approve or withdraw your visit.

THE LICENSOR

Company name: Storage 123 LTD , COMPANY NUMBER - SC680282

Address: 29 Newton Rd, Newtonhill, Stonehaven, AB39 3TU

Contact number: +44 7423 381444 Edwin, +44 7564 002854 Arthur.

Email: info@storage123.co.uk

Web: [www.storage123.co.uk](http://www.storage123.co.uk)

THE CUSTOMER

Full Name.……………………………….………...……..………………...……………………………...………………………....…

Address..………..………………….………………………………....…………..…..……………...……………………….…..…….

CITY………..………………….…………………….……...…………....POSTCODE……….………….…………..……...…….....

Business Name: …………………………………….………...……..………………...……………………………...………..…….

Business Address….………..……………………………………....…………..…..……………...……………………….…..…….

CITY………..………………….…………………….……...…………....POSTCODE……….…….…….…………..……...…….....

Contact number…………………………………………………………….....………………………….……………….……....……

Emergency contact number ………………………………………………………………………….……………..……………...

Email………..……......…………………………………………….….……………………………………….…………….………...……

Storage Unit Size: 10ft 20ft

START DATE: The rent commencing on …………….…………………………………………….……….……….. [date] as per agreement.

Rent term: The rent is continuing on a month-to-month basis.

Cancellation notice: 30 calendar days notice required for contract cancellation received in written form.

Storage use: The storage container will be used for the purpose of………………………………………………………………………………………………………………………………..……….…... .

DEPOSIT: The customer will lodge the deposit of £ …………….….…....……… [amount] equal to one monthly fee to the licensor before the start of this agreement. Before a gate key or padlock will be provided the Customer must pay the deposit and complete a direct debit mandate when applicable.

MONTHLY FEE: The “Licence Fee” is £ …………………….………… [amount] per month paid by direct debit. The licensor may increase the Licence Fee on giving at least 30 days notice in writing to the customer. The Licence Fee for use of the container is payable in advance on the 1st day of the month by direct debit.

INITIAL FEE: The “Initial Fee” is £ ……………………….……… [amount] is paid for the remaining days in the present month as a one-off payment. Covers partial month payment if the start date is different from the monthly fee date.

STORAGE123 LTD BANK PAYMENT DETAILS

SORT CODE 60 83 71

ACCOUNT NUMBER 1165 2610

IBAN GB98SRLG60837111652610

SWIFT/BIC SRLGGB2L

1. GENERAL

Unless otherwise agreed in writing these general conditions (“Conditions“) will apply to all transactions in respect of the use of storage space/units/containers (hereinafter called “the Storage Unit”) by you the hirer (hereinafter called “the Customer“).

The Storage Unit shall be hired from Storage123 LTD (hereinafter referred to as “Storage123”) on the following terms and conditions and declaring that the goods stored or placed anywhere in the Storage123 Storage Unit shall be referred to as “the Goods”.

2. PURPOSE, USE AND REPAIR

(a) You will be provided a gate key to provide access to the container site and a key or code for the combination padlock for the Storage Unit.You are obliged to return both of the gate key and padlock at the end of the term of this agreement and throughout the terms of this agreement to ensure that the gate key and padlock are kept in good order and repair. Any padlocks or gate keys broken or damaged by the Customer will result in the Customer’s deposit being forfeited and any excess cost must be met by the Customer.

(b) Storage123 grants the Customer a right to occupy and use the Storage Unit in accordance with the terms of this agreement for the sole purpose of storing permitted goods. The Customer may use the Storage Unit for storage of items permitted in accordance with this agreement and for no other purpose. The following are not permitted by the Customer:- a) use of Storage Unit as a workplace and b) no commercial activity may be exercised from the Storage Unit.

(c) The Customer is strictly forbidden from storing the following goods in the storage unit: any living creatures, refuse or waste materials including any toxic or hazardous waste materials, food or perishable goods unless same are securely packaged so that they are protected and do not attract vermin, firearms, explosives, weapons or ammunition, any illegal substances, any chemicals, radioactive materials or biological agents, asbestos, fertiliser, glass bottles or any compressed gases or batteries, fireworks, car or motorcycle wrecks, combustible or flammable materials furthermore no liquids or water should be stored or contained within any item stored in the Storage Unit.

(d) The Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance can be reasonably expected to originate from the Storage Unit and is bound to take all necessary steps to prevent any environmental damage or nuisance to an adjacent Storage Unit.

(e) The Customer will use and maintain the Storage Unit with due care and in accordance with the permitted use and the terms of this agreement. The Storage Unit must be kept locked and clean at all times. The Customer is responsible for ensuring the Storage Unit is locked prior to leaving the site. Storage123 will take no responsibility for goods lost or damaged on site. When leaving the site the entrance gate has to be locked.

(f) The Customer is not allowed to dispose of any waste goods in or outside the Storage Unit and if they do so will be charged waste removal costs by Storage123 LTD.

(g) The Customer confirms having visited, inspected and accepted the Storage Unit that it is in good condition and conforms with the agreed use the Customer expects to make of it.

(h) The Customer will comply with the provisions of this agreement together with any local regulations or the laws pertaining to the goods stored in the Storage Unit.

(i) The Customer acknowledges and accepts full responsibility and liability for all acts of any person who has access to the Storage Unit or who uses the access key or code of the Customer.

(j) The Customer is bound to use the Storage Unit in such a way that no damage to the environment or any disturbance can be reasonably expected to originate from the Storage Unit and is bound to take all necessary steps to prevent any environmental damage or nuisance to an adjacent Storage Unit.

(k) Vehicles are only allowed for the purpose of delivering and collecting from the site. If any unauthorised vehicles are left at the site overnight there will be a charge of £85 per night.

(l) Customers give their permission to allow us to break their lock and/or for access to their Storage Unit in an emergency. This right shall apply to Storage123 LTD and any employees of the same. Storage123 LTD will also access the Storage Unit if required to do so by the police, H.M. Customs and Excise, fire services, Local Authority, by any Court Order or as requested by any other emergency service.

(m) Storage123 LTD shall not be liable for any loss or damage which the Customer suffers as a result of Storage123 LTD’s performance of this agreement being prevented, hindered or delayed by any act of God, riot, strike or lockout, trade dispute, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or any circumstances outwith the control of Storage123 LTD.

(n) The Customer hereby acknowledges and expressly agrees that nothing contained in this agreement shall be construed so as to create any legal or proprietary interest in the Storage Unit.

(o) The Customer may not attach anything to the walls, ceiling, floor or doors of the Storage Unit and must advise Storage123 if any damage to the Storage Unit occurs.

3. TERM OF THE AGREEMENT

Unless otherwise agreed a Storage Unit agreement is concluded for an initial period of One month. After this initial period the contract will continue on a month by month basis unless terminated by either party giving written notice of 30 calendar days.

4. CHARGES AND PAYMENT TERMS

The store charges and fees will be invoiced per calendar month together with any VAT applicable. Payment must be made in advance. Before a gate key or padlock will be provided the Customer must pay the first month’s rent (initial fee) and deposit and complete a direct debit mandate when applicable. The deposit due is one month rental charge (hereinafter referred to as “Deposit”). Thereafter Storage123 LTD reserves the right to automatically take the next month’s payment unless they have been given notice of the termination of this contract.

A failure to pay the storage fee (monthly fee) will incur a late payment interest charge of 10% per month and will result in the exclusion from the site. Storage123 LTD may break the lock on the Storage Unit and install a new lock whether or not Storage123 LTD has exercised their right to terminate this agreement and in these circumstances any goods or items left in the Storage Unit will become the property of Storage123 LTD unless otherwise agreed between the customer and Storage123.

If any part of the storage fee remains outstanding for 14 calendar days after the due date we may:

(a) Give you written notice that we will remove all of the goods in the Storage Unit if all outstanding amounts due have not been paid within seven days of Storage123 LTD serving you notice to the address set out in the Schedule.

(b) On expiry of the seven days’ notice sell the goods on your behalf and pass good title to them and use the proceeds of sale to discharge any outstanding fees and charges due. If the proceeds of sale are insufficient to discharge your outstanding liability to Storage123 LTD you will remain liable for the balance.

(c) Treat any of the goods not sold as abandoned and destroy or otherwise dispose of them.

Storage123 LTD reserves the right to review the charges and fees. Reviewed charges will be applicable thirty days after written notice is provided by Storage123 LTD to the Customer.

5. TERMINATION

In the event of the termination of the agreement please email or send a recorder letter to notify us of your proposed moving out date. Please ensure that Storage123 LTD has given confirmation of the proposed move out date.

The Customer will be obliged to vacate the Storage Unit on the move out date and Storage123 LTD reserve the right to re-let the Storage Unit starting from the move out date.

On termination of this agreement all goods must be removed from the Storage Unit and the Customer must leave the Storage Unit clean and tidy and in the same condition as at the commencement date.

Storage123 LTD reserves the right to pass charges to the Customer in respect of any repairs or cleaning of the Storage Unit after same has been vacated. Appropriate charges can be applied in the event the Storage Unit has to be cleaned, any goods disposed of or any rubbish left in the unit or on this site.

Any goods left in the Storage Unit after termination will be considered as abandoned and disposed of by Storage123 LTD.

In the event the Customer does not comply with any obligation imposed under law, fails to comply with the terms of this agreement, is subject to any form of insolvency event (including being unable to pay its debts, entering into liquidation or passing a resolution to wind up, suffering an application for administration or the appointment of an administrator or having a bankruptcy petition raised against an individual or in the event the individual is unable to pay debts and having no reasonable prospect of doing so) then Storage123 LTD have the right to terminate this agreement at any time without notice and without prejudice to any of its rights and remedies in terms of this agreement and Storage123 LTD shall be entitled to payment of all losses, charges, fees and other sums due hereunder and it shall be entitled to recover any goods which remain in the Storage Unit as contribution towards any such sums due. In addition the Customer shall be liable for Storage123 LTD’s costs in connection with debt collection and enforcement of the agreement.

Provided all fees and sums due in terms of this agreement have been paid by the Customer on or before the move out date then the Deposit or/and any other sums left within the balance will be refunded in exchange for return of the gate key and padlock.

6. INSURANCE

Storage123 LTD does not provide insurance in respect of the Storage Unit nor its contents. The storage of goods in the Storage Unit is and always remains the sole risk of the Customer. Storage123 LTD shall not be liable for any damage to the goods whatsoever nor any property damage nor any economic loss of the Customer.

Storage123 LTD provides no warranty as to the supervision of the storage facility nor the security of the storage facility.

The Customer agrees that the Customer shall be solely responsible for obtaining insurance to protect the goods and as such the exclusions and limitations of liability in this clause are fair and reasonable.

7. PRIVACY

The Customer’s personal data is processed by Storage123 LTD as a data controller under the applicable data protection laws.

8. APPLICABLE LAWS

The terms of this agreement are covered by the law of Scotland and any disputes which may arise out of or in connection with the terms of this agreement must be dealt with in the Courts of Scotland.

9. GENERAL

If any part of this agreement is null and void or subject to annulment the validity of all and any other part of the agreement remains unaffected. Any void or annulled clause will be replaced by a valid clause.

The Customer understands and accepts that these general terms and conditions apply to the use of the Storage Unit.

Storage123 LTD has the right to modify these general terms and conditions of storage and the Customer will be informed on any changes before implementation via customers provided email. Following notification the Customer, after thirty days, is considered to be in agreement with any such changes unless the Customer has notified Storage123 LTD in writing that the Conditions are not accepted.

For two or more customers constitute the Customer all obligations shall be joint and several.

By accepting the terms and conditions outlined above the Customer declares to Storage123 LTD that they are the lawful owner of all goods stored and shall not use the Storage Unit for any illegal or immoral purpose.

This agreement shall be governed by the law of Scotland and the Scottish Courts shall have full jurisdiction in respect of any dispute arising in respect of these conditions.